

# EXHIBIT 4

## Jon-Jamison Hill (LA)

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**From:** Mitra Ahouraian Esq <mitra@ahouraianlaw.com>  
**Sent:** Monday, July 14, 2025 1:34 PM  
**To:** Sanford L. Michelman (LA)  
**Cc:** Jon-Jamison Hill (LA); Manuel Deran (LA)  
**Subject:** Re: Isabella Ferrer Indemnity - JAMS Neutral Analysis

**Categories:** Filed to ND  
**FilingIndicator:** -1

**CAUTION:** Email from external account






Following up on the attached and below. Also, my colleagues have emailed you twice to confirm that you will accept service on behalf of your client. I'd appreciate a confirmation by the end of day.

Thank you.

Reserving all rights.



**Mitra Ahouraian, Esq.**  
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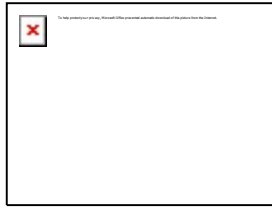
On Tue, Jun 24, 2025 at 3:33 PM Mitra Ahouraian Esq <[mitra@ahouraianlaw.com](mailto:mitra@ahouraianlaw.com)> wrote:  
Gentlemen:

Sorry for the delay. JAMS was revising the engaging agreement (at my request) to reflect the fact that Wayfarer will be paying costs, and I just received it today. Please see attached.






As far as the language of the agreement between the parties, we are aligned in our understanding of the agreement, i.e. if an invoice is not approved by Judge Carpinello, Wayfarer is not obligated to pay it. JAMS felt the language was not sufficient in terms of instructing Judge Carpinello and giving him the

authority to approve in-part and reject in-part according to his judgement. I think putting that in an email with instructions from both parties should suffice. Please confirm.

Thank you.



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On Fri, Jun 20, 2025 at 11:51 AM Sanford L. Michelman (LA) <[SMichelman@mrlp.com](mailto:SMichelman@mrlp.com)> wrote:

Isn't this already in the agreement?

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**From:** Mitra Ahouraian Esq <[mitra@ahouraianlaw.com](mailto:mitra@ahouraianlaw.com)>  
**Sent:** Friday, June 20, 2025 2:35 PM  
**To:** Sanford L. Michelman (LA) <[SMichelman@mrlp.com](mailto:SMichelman@mrlp.com)>  
**Cc:** Jon-Jamison Hill (LA) <[jhill@mrlp.com](mailto:jhill@mrlp.com)>; Manuel Deran (LA) <[mderan@mrlp.com](mailto:mderan@mrlp.com)>  
**Subject:** Re: Isabella Ferrer Indemnity - JAMS Neutral Analysis

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So the agreement says that Judge Carpinello has to approve the invoices, but they want to know what happens if he doesn't approve an invoice as-is. We don't want a scenario where he is either approving, or he's not - we ultimately want it resolved so the invoice is closed out, so if he makes a determination, for example, that X isn't reasonable or related but Y is, that will be his determination (not just yes or no). I assume this is our understanding given how a court/arbitrator would determine fees, but they want clarity.